

*This opinion is nonprecedential except as provided by  
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA  
IN COURT OF APPEALS  
A22-1416**

Deondra Warren,  
Appellant,

vs.

Enhance Product Development,  
Respondent.

**Filed April 3, 2023  
Affirmed  
Reyes, Judge**

Hennepin County District Court  
File No. 27-CV-21-14262

Deondra Warren, New Orleans, Louisiana (pro se appellant)

Greg N. Geiser, Gutwein Law, Minneapolis, Minnesota (for respondent)

Considered and decided by Reilly, Presiding Judge; Reyes, Judge; and Larson,  
Judge.

**NONPRECEDENTIAL OPINION**

**REYES, Judge**

Appellant argues that, following a court trial, the district court erred by determining that respondent-company did not breach contracts with appellant to provide graphic-design and marketing services for appellant's jewelry business. We affirm.

## FACTS

Appellant Deondra Warren is a self-represented litigant living in Louisiana who makes jewelry. Respondent Enhance Product Development, Inc. (Enhance) is a “boutique design consultancy that offers individuals, start-ups and small/medium sized business an assortment of services ranging from product design, engineering, prototypes, graphics, logos, packaging and websites.” According to Enhance, the “main goal” of their service was to provide Warren “with a professionally designed presentation that can be utilized in the promotion, sale, and potential licensing of her product(s).” There are two contracts relevant to this appeal.

### ***Product-Development Agreement***

In early March 2021, Warren entered into a product-development agreement with Enhance for design services and the development of a product presentation featuring Warren’s jewelry. Warren made a \$4,979 payment to Enhance as required under this contract. Over the next few weeks, Enhance “touch[ed] up” photographs of Warren’s jewelry by enhancing the images and digitally removing dust, scratches, and scuffs. Warren approved the touched-up images via email. Enhance did “additional design work in the form of completing the presentation layout design, adding marketing language and additional pages with stock imagery in a final presentation,” which Warren received via email in April 2021. Warren approved the presentation via email the same day she received it.

### ***Representation Agreement***

In early April 2021, Warren and Enhance entered into a representation agreement.

The representation agreement explains Enhance's services as follows:

Enhance shall identify potential licensees or assignees, serve as a sales representative in presenting the [i]nvention, and negotiate licensing or assignment contracts for the [c]lient. Client will have the absolute right, in their sole discretion, to accept or reject any proposed agreement regarding the [i]nvention, and no agreement will be valid unless executed by the [c]lient.

Enhance described the representation service as a "contingency service" that is "optional" for clients in which "Enhance reaches out to potential licensees by sharing the presentation with various companies and their representatives," through both existing and new contacts. Under the representation agreement, Warren agreed to pay Enhance 20% of the gross proceeds from the licensing or sale of her jewelry, contingent on reaching a distribution deal and beginning only after Warren made back her initial payment of \$4,979.

After generating a list of target companies and contacting them, Enhance did not receive interest. Warren eventually asked for proof about the outreach, and Enhance replied with a contact sheet listing the companies and associated contacts. Soon after, Warren requested a refund and filed a complaint with the Better Business Bureau.

### ***District Court Proceedings***

Warren filed an unsuccessful breach-of-contract claim in conciliation court asking for \$4,979 and the filing fee from Enhance. She then filed a civil complaint in district court, identifying the following issues:

1. Enhance “didn’t tell the truth about working with” various companies, such as Macy’s.
2. Enhance was not truthful about the two contracts.
3. Enhance was not truthful about acquiring royalties and jewelry manufacturing.
4. Enhance was not truthful about “what wrongdoing they [had] done.”

Warren asked for a refund of the \$4,979 she paid for Enhance’s services.

Enhance filed an answer followed by a motion for summary judgment with an affidavit from T.L., president of Enhance. Following a motion hearing, the district court denied Enhance’s motion for summary judgment because there was a “dispute as to material facts that rests in witness credibility as to whether [Enhance] performed under the contract.” And, while Warren made general allegations that Enhance committed fraud, the district court limited the issue at trial to Warren’s claim for breach of contract because Warren’s complaint did not allege fraud with particularity as required under Minn. R. Civ. P. 9.02.

Warren represented herself at a court trial and testified on her own behalf. Enhance called two witnesses, T.L. and Enhance’s graphic designer who worked with Warren.

The district court entered its findings of fact, conclusions of law, and order for judgment on August 29, 2022. The district court found that Warren signed two unambiguous contracts with Enhance and determined that Warren had “not met her burden of showing a breach of contract in this case.”

This appeal follows.

## DECISION

Warren argues that Enhance breached both the product-development agreement and the representation agreement. To prevail on a breach-of-contract claim, a plaintiff must show: “(1) formation of a contract, (2) performance by plaintiff of any conditions precedent to [their] right to demand performance by the defendant, and (3) breach of the contract by defendant.” *Park Nicollet Clinic v. Hamann*, 808 N.W.2d 828, 833 (Minn. 2011). The only element at issue here is breach of contract.

“A breach of contract is a failure, without legal excuse, to perform any promise that forms the whole or part of the contract.” *Lyon Fin. Servs., Inc. v. Ill. Paper & Copier Co.*, 848 N.W.2d 539, 543 (Minn. 2014). The claimant bears the burden of proving the essential elements of a claim “by a fair preponderance of the evidence.” *Carpenter v. Nelson*, 101 N.W.2d 918, 921 (Minn. 1960).

Following a court trial, we review a district court’s findings of fact for clear error and its legal conclusions de novo. *See Zephier v. Agate*, 957 N.W.2d 866, 875 (Minn. 2021). Findings of fact are clearly erroneous if we are “left with a definite and firm conviction that a mistake has been committed.” *In re Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021) (quotation omitted). In determining whether a finding of fact is clearly erroneous, we examine the record to see if there is reasonable evidence to support the district court’s findings. *Id.*

As an initial matter, Warren does not cite to any district court findings or legal authority in her brief. Warren merely reasserts the arguments she made at trial: that

Enhance breached the terms of the contracts by making errors in the presentation created for her jewelry and by failing to properly reach out to companies.

“An assignment of error based on mere assertion and not supported by any argument or authorities in appellant’s brief is [forfeited] and will not be considered on appeal unless prejudicial error is obvious on mere inspection.” *Louden v. Louden*, 22 N.W.2d 164, 166 (Minn. 1946); *see also Fitzgerald v. Fitzgerald*, 629 N.W.2d 115, 119 (Minn. App. 2001) (“Although some accommodations may be made for pro se litigants, this court has repeatedly emphasized that pro se litigants are generally held to the same standards as attorneys and must comply with court rules.”). As a result, Warren’s unsupported assignments of error are forfeited. However, this court may review the district court’s decision for the presence of obvious prejudicial error. *Louden*, 22 N.W.2d at 166.

**I. The district court did not err by determining that Warren failed to prove that Enhance breached the product-development agreement.**

Warren argues that Enhance breached the product-development agreement because the presentation deliverable contained spelling and grammatical errors. We are not persuaded.

First, Warren fails to specify what portion of the product-development agreement Enhance breached. Further, we can discern no obvious breach of any contract provision. Finally, our review of the presentation reveals only minor errors in the text.

Second, the district court’s finding that Warren approved both the presentation and edited images of her jewelry via email is supported by the record.

Third, the district court found credible the testimony that “Enhance provided the graphic designs to Warren, that she approved the designs, and that Enhance delivered the graphic design files to Warren,” implicitly finding Warren’s testimony to the contrary not credible. As a result, the district court determined that Warren did not meet her burden of showing that Enhance breached the product-development agreement.

We defer to the district court on witness credibility determinations. *Sefkow v. Sefkow*, 427 N.W.2d 203, 210 (Minn. 1988); *Hasnudeen v. Onan Corp.*, 552 N.W.2d 555, 557 (Minn. 1996). Warren’s argument essentially asks this court to reevaluate the district court’s credibility determinations. We will not do so and discern no error by the district court.

**II. The district court did not err by determining that Warren failed to prove that Enhance breached the representation agreement.**

Warren argues that Enhance breached the representation agreement by emailing or contacting inappropriate contacts at companies resulting in a lack of “proper effort into making sure a proper collaboration/partnership would ensue.” We are not persuaded.

Under the representation agreement, the parties agreed that, for three months, “Enhance shall identify potential licensees or assignees, serve as a sales representative in presenting the [i]nvention, and negotiate licensing or assignment contracts for the [c]lient.”

The agreement provides the following:

WARRANTIES. Enhance makes no Warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, regarding the representation services herein. Client acknowledges that Enhance has made no claim or warranty that Enhance will be able to find a licensee willing to compensate [c]lient for his or her product.

Warren argues that by using inappropriate contact methods for companies, such as customer-service and general-inquiry forms, or email addresses for individuals that no longer work at a company, Enhance breached the representation agreement.

The district court determined that the representation agreement “contains no warranty or other provision whereby Enhance promises or guarantees that vendors will license Warren’s products” and, instead, the representation agreement “sets out a process whereby Warren is obligated to pay Enhance 20% of gross proceeds (after Warren recoups her \$4,979 payment for design and development) if a vendor ultimately licenses and sells Warren’s jewelry designs.” We agree that the agreement has no warranty or guarantee.

During his trial testimony, T.L. stated that Enhance did not have any control over whether a business becomes interested in someone’s product, which was “the main reason why we operate on contingency for this portion if a client elects this.” T.L. testified that Warren did not pay any money under the representation agreement because they “operate on a contingency fee basis for this” so Enhance is paid “basically a commission on any royalties that are received.” As a result, T.L. confirmed that Warren did not receive royalties because “there was no license agreement achieved so there was no royalties that were paid out.” .

The district court did not clearly err by finding that Enhance did not acquire licenses for Warren’s jewelry, and we conclude that the representation agreement contained no such guarantee. As a result, the district court did not err by determining that Warren did not prove breach of the representation agreement.

**Affirmed.**